AGREEMENT

Purchase Terms and Conditions

We are excited that you have decided to work with us. This relationship is conditional on your full acceptance of these Terms and Conditions. Please review the entire Terms and Conditions as outlined below, they affect your legal rights. We rely on these Terms and Conditions in order to provide this website & services.

1. PARTIES

This agreement is between:

a) Kailah Lee Sapwell trading as Kailah Lee (ACN 67663876542) ("we", "us", "our"); and
b) Client Business Name trading as Client Trading Name (ABN Client ABN Number) ("Client", "you", "your").

2. TERM

This agreement commences on the date of payment and that it is accepted by you and will remain in force for the Initial Term, unless extended by agreement, or written contractual agreement.

3. SERVICES

The specific services we will provide to you under the current engagement are set out in our sale offer, or other written communication accompanying this Agreement, agreed by you at the time of purchase of Kailah Lee education [program, masterclass, membership, mastermind, any purchase via online]..

If we have discussed a service previously but you don't see it included in the offer or our written communication, please raise this with us immediately, as the scope of our engagement will be limited to the documented offer. These terms will apply to future offers and purchases unless we provide updated terms to you.

If you have access to Group or Private Coaching sessions, these will vary greatly depending on your personal needs, goals, desired outcomes, priorities and other factors. Group and Private Coaching is designed to provide a roadmap and exclusive guidance and mentorship.

Typical areas and tasks we may perform include, but are not limited to:

a) Energetic Embodiment, Breathwork, Quantum Healings, Kundalini Activations
b) Strategy, Systems and Automation
c) Planning and Productivity (excluding any financial advice)
d) Business and Personal Support and Intuitive Guidance
e) Problem Solving and Shadow Integration

Our group and private coaching is delivered virtually, via Phone (Telegram), Video Conference (ie Skype, Zoom) or another suitable method, as discussed with you.

4. CLIENT RESPONSIBILITIES

We ask that you do the following:

a. Commit to using the knowledge from the services and programs provided with absolute integrity.
b. Acknowledge that all content, materials, and intellectual property (IP) provided are protected by copyright, trademark and other intellectual property laws.
c. Agree to not to redistribute, sell, broadcast, rent, share, adapt, license, or otherwise transfer any content or materials received from the Company without the express written consent of the Company.
d. Acknowledge that unauthorized use or distribution of the Company's IP is strictly prohibited and will result in legal action.
e. Acknowledge you are responsible and accountable for your actions and resulting outcomes.
f. Where possible, commit to attending each group coaching session and workshop.
g. Complete any onboarding forms and modules requested by us in a timely manner.
h. Acknowledge that services provided may involve discussions and activities that may trigger past traumas and emotional responses.
i. Commit to seeking professional support from a qualified therapist, licensed somatic healer and therapist, or health professional if you identify that you require additional support

5. INVESTMENT

In consideration for the provision of the Offers, and Services, you agree to pay us the Fees set out in the Offer at the time of your purchase, and agreement to the terms and conditions provided at the time of your purchase.

6. PAYMENT TERMS

You agree to pay the Fees in advance by direct credit (Stripe or Paypal) to our Nominated (Stripe or Paypal) Account in accordance with the Payment Terms set out in the offer and in such manner as reasonably directed by us.

If you fail to pay the Fees as set out in this clause, we may charge default interest at a rate of 5% per annum on all outstanding amounts from the due date up to and including the day that payment is made and suspend delivery of the Services to you until the Fees (plus any interest and costs charged under this clause) are paid.

If any amounts remain outstanding for more than 60 days, we may refer the matter to a debt collection agency or solicitor and you will be liable to pay any costs we incur or become liable to pay for the collection of such unpaid amounts, including but not limited to debt collection fees, charges and commissions and legal fees and costs on a full indemnity basis.

7. CANCELLATION AND REFUND POLICY

Due to the immediate access to the program and the terms outlined in this agreement, we do not offer refunds or termination of this agreement.

If, after signing up to this program, but before commencement of the services and program, you change your mind, you may cancel this agreement in accordance with the terms of this offer. Any amounts that you have paid prior to the date of cancellation, including the first payment, will be non-refundable.

Of course, we understand that life gets in the way and so if you have special circumstances that mean you would like to cease or pause working together, we may in our absolute discretion agree to pause our arrangements in such circumstances.

Nothing in this clause is intended to exclude any right or guarantee to which you are entitled under the Australian Consumer Law.

8. TERMINATION

We may terminate this Agreement:

a) immediately on written notice to the Client, if the Client engages in conduct which we reasonably consider to be illegal, immoral, unfair or deceptive, or which may otherwise jeopardise our name, reputation or business;

b) on expiry of notice given, if the Client breaches a term of this Agreement and fails to remedy the breach within 14 days after having received notice in writing of the breach;

c) immediately on written notice to the Client, if an Insolvency Event occurs in relation to the Client; or

d) immediately, if the client fails to pay the fee within the agreed terms.

Without limiting any other term, we have no liability to the client for the termination of the agreement in accordance with this clause.

9. INDEMNITY

You indemnify us in respect of any loss or damage suffered by us (including loss or damage to equipment or personnel due to theft, injury or accident) due to any action or omission of you or any participant in any workshop delivered pursuant to this agreement.

This clause survives termination of this agreement.

10. INTELLECTUAL PROPERTY

We may use the intellectual property of other persons in providing the Services, whether under licence or other authorisation or permission of the intellectual property owner. We acknowledge the intellectual property of others as appropriate and as required by law.

We own the intellectual property in all coaching and training materials and the material on our website and grant no licence with respect to our intellectual property. It is retained for our exclusive use.

You are not permitted to redistribute the intellectual property, frameworks, strategy without authorisation or permission.

All intellectual property created by you during any appointment is retained by you and is not owned or retained by us.

You are not permitted to make any audio-visual recording of any Services (including still photography) without our express permission, which may be subject to further agreement and fees.

11. VARIATIONS

Any variations to this agreement may only be made in writing signed by both parties. Any variations requested by you, including variations to scope, date and time of the Services may be refused by us or permitted at extra charge (see also our Cancellation and Refund Policy above).

12. CONFIDENTIALITY

It's likely that while we're working together, we may disclose Confidential Information to each other. We each undertake to keep such Confidential Information private (except as authorised by the other party or as required by law) and take reasonable measures to protect its confidentiality. This clause survives termination of this agreement.

13. TESTIMONIALS

If you provide us with a testimonial (in writing or verbally, such as in a session), you agree that we may share your testimonial to promote our Services for Marketing material. We will anonymise the testimonial, unless we have your express consent to share your name and/or photograph (unless you have provided a testimonial on a public platform, such as Facebook, Instagram and Tik Tok, in which case you consent to us sharing the content of your testimonial, including your Facebook profile name and picture).

14. ADVICE AND INFORMATION

Please note that we provide coaching, mentoring & general information only. Our Services should not be taken as, or substituted for, professional financial, legal, taxation or medical advice. We recommend you seek out personalised advice in these areas according to your needs.

15. GUARANTEES

You may be entitled to guarantees in relation to our Services pursuant to the Australian Consumer Law. Other than those guarantees, we specifically exclude any other guarantee in relation to our Services.

Mentoring and mindset work can help to develop long-term growth and success. However, please note that individual results will vary - much depends on you, as you are ultimately and solely responsible for your actions and results.

We do not warrant or guarantee specific outcomes. While we may discuss strategic goals with you, we do not warrant or guarantee that such goals will be achieved. Any indications given are examples and are based on experience. These must not be relied on to predict future results. You agree that you have not relied on any warranty, guarantee or representation given by us in entering into this agreement.

Failure to achieve results alone will not give rise to a right to terminate this agreement.

16. LIMITATION OF LIABILITY

Nothing in this agreement is intended to exclude any right or guarantee to which you are entitled under the Australian Consumer Law.

Where our Services fall within the scope of the Australian Consumer Law, we limit our liability to you to the fullest extent permissible by law, including by limiting our liability under section 64A of the Australian Consumer Law to providing the Services again or paying for the Services to be provided again. We specifically exclude liability for negligence. To the maximum extent permissible by law, we exclude liability for consequential loss or damage, including loss of business profits.

Otherwise, we exclude all liability to you (including for negligence and consequential loss or damage, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the Services, however arising.

17. DISPUTE RESOLUTION

If a dispute arises between us, we each agree that the party claiming the dispute must not commence any court or arbitration proceedings (except where they seek urgent interlocutory relief), unless they have first complied with this clause.

The party claiming the dispute must first inform the other party in writing of the following:

a) the nature of the dispute;
b) the outcome they desire to resolve the dispute, and
c) the action they believe will settle the dispute.

On receipt of the notice by the other party, both parties will make every effort to resolve the dispute by mutual negotiation within 20 Business Days.

If the parties are unable to resolve the dispute in that time, the parties must agree on selection of a mediator (if the parties are unable to agree, they agree to request that the President of the Law Society of Western Australia appoint a mediator) and will be equally liable for the fees and reasonable expenses of

the mediator and the cost of the venue of the mediation (to be paid in advance). The parties must each pay their own costs associated with the mediation, which must be held in Perth, Western Australia, Australia unless the parties and the mediator agree that the location is inconvenient and are unable to agree on a suitable alternative location, in which case the parties may agree to participate in online mediation.

All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

This clause survives termination of this agreement.

18. GENERAL

a) Time is of the essence in this agreement. No extension or variation of this agreement will operate as a waiver of this provision.
b) We won't voluntarily assign or otherwise transfer our obligations under this agreement without your prior consent, however, we may sub-contract one or more aspects of the Services, provided always that we will remain the head contractor and will be responsible for the delivery of the Services in accordance with this agreement.
c) This agreement is the entire agreement and understanding between the parties on everything connected with the Services, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the Services.
d) If anything in this agreement is unenforceable, illegal or void, it is severed, and the rest of the agreement remains in force.
e) Any waiver by any party to a breach of this agreement will not be deemed to be a waiver of a subsequent breach of the same or of a different kind.
f) Neither party will be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including, but not limited to, by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi-government authorities, or major injury or illness of key personnel.
g) The law of Western Australia governs this agreement and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.
h) A notice or other communication to a party must be in writing and delivered to that party in one of the following ways:
    i. delivered personally;
    ii. posted to their address, when it will be treated as having been received on the second Business Day after posting; or
    iii. sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

19. DEFINITIONS

In this agreement:

a) Agreement means this agreement between us and the Client.
b) Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
c) Business Day means a day on which banks are open for business in Perth, other than a Saturday, Sunday or public holiday.
d) Confidential Information refers to any data or information relating to us or the Client, whether business or personal, written or oral and regardless of how or when it was provided to the other party, which would reasonably be considered to be private or proprietary to the disclosing party and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to us or the Client, and includes the terms of this agreement (except to the extent that disclosure of the terms is necessary for the purpose of legal or financial advice).
e) Initial Term means a period of six months commencing on your acceptance of these terms;
f) Intellectual Property means all intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including, without limitation, business, company or trade names, domain names, patents, inventions, copyright, design rights, know-how, trademarks, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and including the rights to apply for or renew the registration

of any such rights and any rights the subject of any lapsed application or registration, as well as all digital and electronic rights.

g) Nominated Account means our account with details as stated in our invoice, stripe and paypal account.
h) Services means the services set out in our Offer.

20. INTERPRETATION

In the interpretation of this agreement:

a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
c) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement;
d) Grammatical forms of defined words or phrases have corresponding meanings;
e) Parties must perform their obligations on the dates and times fixed by reference to Perth, Western Australia, Australia;
f) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
g) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next Business Day;
h) References to a party are intended to bind their executors, administrators and permitted transferees; and
i) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

21. ACCEPTANCE

You will be taken to have accepted the offer contained in this agreement on the happening of:

a) Receipt by me of your signed copy of the agreement;
b) Receipt by me of your written or verbal acceptance of the terms of the agreement;
c) Receipt by me of your payment after you have received a copy of this agreement, and made payment; or
d) Receipt by me of your written or verbal instructions to provide the Services after you have received a copy of this agreement,

whichever occurs first.